

MEMBER. ALL OTHER REMEDIES, WHETHER UNDER STATUTE, REGULATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR ANY OTHER LEGAL THEORY OF ANY NATURE, ARE EXPRESSLY WAIVED BY MEMBER. MEMBER IS AWARE OF THE RISKS OF SWINE PRODUCTION AND THEREFORE ACKNOWLEDGES THAT THIS WAIVER IS NEITHER UNREASONABLE NOR UNCONSCIONABLE.

L. PAYMENT. Payment will be made in full on receipt of invoice. A late-payment service charge of 1/1/2% per month (18% per year) will be added to any amount unpaid within ten (10) days. Triumph may withhold future deliveries if Member fails to make payments as set out in these Conditions of Sale.

M. ENTIRE AGREEMENT. THESE CONDITIONS OF SALE AND THE AGREEMENT TO WHICH THEY ARE ATTACHED CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES REGARDING THE MATTERS COVERED IN THIS AGREEMENT, AND SUPERSEDE ALL OTHER AGREEMENTS, REPRESENTATIONS, OR NEGOTIATIONS BETWEEN OR BY THE PARTIES HERETO, WHETHER ORAL OR WRITTEN, REGARDING THE MATTER OF THE TRANSFER OF ANIMALS OR SEMEN TO MEMBER. THESE CONDITIONS OF SALE MAY NOT BE AMENDED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY MEMBER AND TRIUMPH. MEMBER ACKNOWLEDGES THAT MEMBER HAS READ AND UNDERSTANDS THESE CONDITIONS OF SALE, AND THAT MEMBER'S ENTERING INTO THESE CONDITIONS OF SALE IS VOLUNTARY AND NOT DONE IN RELIANCE OF ANY REPRESENTATION OF PIC OR TRIUMPH EXCEPT AS EXPLICITLY PROVIDED IN THESE CONDITIONS OF SALE OR THE AGREEMENT.

MEMBER AGREES, BY SIGNING BELOW, THAT TRIUMPH HAS GIVEN MEMBER NO PROMISES, WARRANTIES, GUARANTEES OR REPRESENTATIONS EXCEPT AS SPECIFICALLY STATED IN THESE CONDITIONS OF SALE AND THE ATTACHED AGREEMENT.

TRIUMPH PORK GROUP LLC

MEMBER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____